



County of Los Angeles CHIEF EXECUTIVE OFFICE

713 KENNETH HAHN HALL OF ADMINISTRATION
LOS ANGELES, CALIFORNIA 90012
(213) 974-1101
<http://ceo.lacounty.gov>

WILLIAM T FUJIOKA
Chief Executive Officer

November 13, 2007

The Honorable Board of Supervisors
County of Los Angeles
383 Kenneth Hahn Hall of Administration
500 West Temple Street
Los Angeles, CA 90012

Dear Supervisors:

**DEPARTMENT OF HEALTH SERVICES: AMENDMENT TO SHUTTLE BUS
SERVICES AGREEMENT WITH PARKING COMPANY OF AMERICA
(SUPERVISORIAL DISTRICT 2)
(3 VOTES)**

IT IS RECOMMENDED THAT YOUR BOARD:

1. Find that the continued provision of shuttle bus services, as described herein, may still be performed more cost effectively by a private contractor.
2. Approve and instruct the Chairman to sign Amendment No. 1 to Proposition A (Prop A) Shuttle Bus Services Agreement No. 75956 with PCAM, LLC, doing business as Parking Company of America (PCA), Exhibit I, to extend the shuttle bus service hours at Harbor-UCLA Medical Center (Harbor) and increase the annual allocation by \$45,500, or from \$67,740 to \$113,240, effective upon Board approval through December 31, 2011, for a total five-year maximum cost of \$528,283.
3. Approve delegated authority to the Director of the Department of Health Services (DHS or Department), or his designee, to make changes to increase or decrease the annual allocation by up to 15 percent to accommodate Harbor's operational changes and any additional shuttle bus services required as a result of the closure of Martin Luther King, Jr.-Harbor Hospital (MLK Harbor), upon approval of County Counsel and the Chief Executive Office.

Board of Supervisors
GLORIA MOLINA
First District

YVONNE B. BURKE
Second District

ZEV YAROSLAVSKY
Third District

DON KNABE
Fourth District

MICHAEL D. ANTONOVICH
Fifth District

PURPOSE/JUSTIFICATION OF RECOMMENDED ACTIONS

PCA currently provides shuttle bus services at Harbor from 7:00 a.m. to 6:00 p.m., Monday through Friday, transporting hospital staff and patients around the 72 acre Harbor campus to designated shuttle bus stops.

In preparation for the construction of Harbor's new Surgery/Emergency facility, site preparation activities on campus have eliminated over 100 parking spaces designated for hospital staff. Consequently, alternate employee parking has been identified in two remote areas across the street from the Harbor campus. To help ensure the safety of staff who must walk to these remote parking locations at night, expanded shuttle services are required. The Department has determined that the increase does not impact the contract's cost effectiveness. See Attachment B.

Delegating authority to the Director of DHS, or his designee, is also requested to increase or decrease the annual allocation by 15 percent to accommodate Harbor's operational changes and to accommodate any additional shuttle bus services required as a result of the MLK Harbor closure.

FISCAL IMPACT/FINANCING

The total annual cost for additional shuttle bus service hours at Harbor is being increased by \$45,500, or from \$67,740 to \$113,240, effective upon Board approval through December 31, 2011, for a total five year maximum cost of \$528,283.

Funding is included in Harbor's Fiscal Year 2007-08 Final Budget, and will be requested as a continuing appropriation in future fiscal years.

FACTS AND PROVISIONS/LEGAL REQUIREMENTS

On December 5, 2006, the Board approved a Prop A Agreement No. 75956 with PCA for the provision of shuttle bus services at Harbor, effective January 1, 2006 through December 31, 2007, with provisions for four one-year automatic renewals through December 31, 2011.

Due to the elimination of over 100 employee parking spots, the recommended Amendment will provide for additional shuttle bus service hours, 6:00 p.m. – 1:00 a.m., to help ensure the safety of staff who must walk to these remote parking locations at night.

The Honorable Board of Supervisors
November 13, 2007
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Attachment A provides additional information.

County Counsel has reviewed and approved Exhibit I as to use and form.

CONTRACTING PROCESS

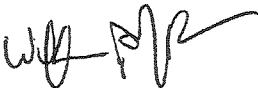
It is not appropriate to advertise amendment contract actions on the Los Angeles County Online Website.

IMPACT ON CURRENT SERVICES (OR PROJECTS)

The recommended Amendment will ensure the provision of adequate shuttle bus services at Harbor.

When approved, the Department of Health Services requires three signed copies of the Board's action.

Respectfully submitted,



WILLIAM T FUJIOKA
Chief Executive Officer

WTF:SRH:SAS
DRH:AT:lbm

Attachments (3)

c: County Counsel
Director and Chief Medical Officer, Department of Health Services

SUMMARY OF AMENDMENT

1. TYPE OF SERVICE:

Shuttle bus services at Harbor-UCLA Medical Center (Harbor).

2. TERM:

January 1, 2007 through December 31, 2007, with provisions for four one-year automatic renewals through December 31, 2011.

3. AGENCY ADDRESSES AND CONTACT PERSON:

PCAM, LLC, doing business as Parking Company of America
11101 Lakewood Boulevard
Downey, California 90241
Attention: Eric Chaves
Telephone: (562) 862-2118

4. FINANCIAL INFORMATION:

The total annual cost for additional shuttle bus service hours at Harbor is being increased by \$45,500, or from \$67,740 to \$113,240, effective upon Board approval through December 31, 2011, for a total five year maximum cost of \$528,283.

Funding is included in Harbor's Fiscal Year 2007-08 Final Budget, and will be requested as a continuing appropriation in future fiscal years.

5. GEOGRAPHIC AREAS SERVED:

Second Supervisorial District.

6. ACCOUNTABILITY FOR PROGRAM MONITORING AND EVALUATION:

Facilities Management staff at Harbor.

7. APPROVALS:

Harbor: Miguel Ortiz-Marroquin, Interim Chief Executive Officer

Contracts and Grants: Cara O'Neill, Chief

County Counsel (as to form): Allison Morse, Deputy

**Harbor-UCLA Medical Services
Proposition A Contracting**

Comparison of Estimated Avoidable Costs To The Cost of Contracting

County Costs:

Salaries	\$ 91,279.80	
Employee Benefits	25,923.46	
Total Personnel Costs	<u>\$117,203.26</u>	
Services & Supplies	\$ -	
Other (Back-up Shuttle Rental)	5,000.00	
Total Direct	<u>\$ 5,000.00</u>	
Total Overhead	\$ -	
Avoidable Overhead	-	
Total Indirect Costs	<u>\$ -</u>	
Total Avoidable County Costs	<u><u>\$122,203.26</u></u>	\$122,203.26

Contract Costs:

Contract Costs	\$ 67,740.00	
Other (Expanded Hours)	45,500.00	
Total Direct	<u>\$113,240.00</u>	
Employee Retraining	\$ -	
Contract Monitoring	-	
Other (Specify)	-	
Total Indirect	<u>\$ -</u>	
Total Contract Costs	<u><u>\$113,240.00</u></u>	\$113,240.00
Estimated Annual Savings From Contracting		<u><u>\$ 8,963.26</u></u>

EXHIBIT I

Contract No. 75956-1

SHUTTLE BUS SERVICES AGREEMENT

AMENDMENT NO. 1

THIS AMENDMENT is made and entered into this 13TH day
of November, 2007,

by and between

COUNTY OF LOS ANGELES
(hereafter "County")

and

PCAM, LLC,
dba Parking Company of America
(hereafter "Contractor").

WHEREAS, reference is made to that certain document entitled, "CONTRACT BETWEEN COUNTY OF LOS ANGELES AND PCAM, LLC, DBA, PARKING COMPANY OF AMERICA FOR SHUTTLE BUS SERVICES", dated December 5, 2006, and further identified as County Agreement No. 75956 (hereafter referred to as "Agreement"); and

WHEREAS, it is the intent of the parties hereto to amend the Agreement to extend shuttle bus service hours, to include evening shuttle bus services to Lot V and LA Bio-Medical Parking Lot for Harbor-UCLA Medical Center's staff, increase the allocation, and make the changes described hereinafter; and

WHEREAS, Agreement provides that changes may be made in the form of a written amendment which is formally approved and executed by the parties.

NOW, THEREFORE, the parties agree as follows:

1. This Amendment shall become effective upon the date of its approval by County's Board of Supervisors (Board).

2. All references to "Exhibit A", including Shuttle Bus Service Schedule and Technical Exhibit 2, in the Agreement shall hereafter be replaced by "Exhibit A-1", attached hereto and incorporated by reference.

3. All references to "Exhibit B" in the Agreement shall hereafter be replaced by "Exhibit B-1" attached hereto and incorporated herein by reference.

4. Agreement Paragraph 2, DEFINITIONS, Subparagraph 2.11 shall be replaced with the following:

"2.11 Extended Service Hours: Extended service hours shall be defined as starting at 1:01 a.m. to 6:59 a.m., Monday through Friday and 24 hours on Saturdays, Sundays, and recognized County holidays, not including lunch breaks."

5. Agreement Paragraph 2, DEFINITIONS, Subparagraph 2.12 shall be added to the Agreement as follows:

"2.12 Regular Evening Service Hours: Regular evening service hours shall be defined as starting at 6:01 p.m. to 1:00 a.m., Monday through Friday, not including County recognized holidays, with a half hour lunch break."

6. Agreement Paragraph 5, CONTRACT SUM, Subparagraph 5.1 shall be replaced with the following:

"5.1 Effective upon date of Board approval, the Contract Sum under this Contract shall be the total monetary amount payable to Contractor to Contractor for supplying shuttle bus services, and other work specified under this Contract, authorized by County hereunder, and shall not

exceed Five Hundred Twenty-Eight Thousand, Two Hundred Eighty-Three Dollars (\$528,283).

The Director of the Department of Health Services, or his designee, may increase or decrease the annual allocation by a maximum of 15%. Any such increase or decrease of funds shall be memorialized through an amendment to this Agreement."

6. Except for the changes set forth hereinabove, Agreement shall not be changed in any respect by this Amendment.

IN WITNESS WHEREOF, Contractor has executed this Amendment, or caused it to be duly executed and the County of Los Angeles, by order of its

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Board of Supervisors has caused this Amendment to be executed on its behalf by the Chairman of said Board and attested by the Executive Officer-Clerk of the Board of Supervisors thereof, the day and year first above written.

COUNTY OF LOS ANGELES

By

Gloria B. Bunker

CHAIR, PRO TEM, BOARD OF SUPERVISORS

PCAM, LLC,
dba Parking Company of America

CONTRACTOR

By

Alex Martin Chaves

SIGNATURE

Alex Martin Chaves

PRINTED NAME

ATTEST:

SACHI A. HAMAI
Executive Officer-Clerk
of the Board of Supervisors

TITLE Chief Executive Officer

By

Dan

Deputy

APPROVED AS TO FORM:
BY THE OFFICE OF THE COUNTY COUNSEL

By

Alvin

Deputy

APPROVED AS TO CONTRACT
ADMINISTRATION:
Department of Health Services

By

Cara O'Neill

Cara O'Neill, Chief
Contracts and Grants Division



I hereby certify that pursuant to
Section 25103 of the Government Code,
delivery of this document has been made.

SACHI A. HAMAI
Executive Officer
Clerk of the Board of Directors

By

Dan

Deputy

ADOPTED
BOARD OF SUPERVISORS
COUNTY OF LOS ANGELES

18

NOV 13 2007

Sachi A. Hamai
SACHI A. HAMAI
EXECUTIVE OFFICER

10/22/07:LVB

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18 of NOV 13, 2007

EXHIBIT A-1
STATEMENT OF WORK
SHUTTLE BUS SERVICES
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EXHIBIT A-1

STATEMENT OF WORK (SOW)

1. SCOPE OF WORK (SOW)

Contractor shall provide shuttle bus driver(s) to transport patients and/or visitors and employees utilizing County-owned shuttle buses over a 1.5 mile route around the Harbor-UCLA Medical Center campus, located at 1000 West Carson Street, Torrance, CA 90509, including twenty-six (26) specialty clinics in fourteen (14) outlying buildings and also three (3) miles off site to the Lomita Family Health Center, located at 1403 Lomita Boulevard, Harbor City, CA 90710. The County owns two (2) shuttle buses with one as the primary shuttle bus and the other as a back-up. The Contractor may need to provide one (1) short-term, back-up shuttle bus should the two (2) County shuttle buses be inoperable.

2. SPECIFIC TASKS, HOURS, AND DAYS OF WORK

COUNTY

- A. County shall provide Contractor two (2) shuttle buses, with the make and model at the discretion of the County, with a minimum seating capacity of fourteen (14) passengers for each shuttle bus.
- B. County shall provide preventive maintenance for the two (2) County shuttle buses, repair, fuel, and a transmitter receiver for two-way communication between County dispatcher, or designated staff, and Contract driver in the event of any routine or emergency situation requiring immediate assistance.
- C. County shall notify Contractor in writing within twenty-four (24) hours prior to any regular service hour or route change, except for unforeseen emergency situations where such notification cannot reasonably occur. Schedules and routes are subject to change at the discretion of the County, upon a twenty-four (24) hour written notice, from the County Project Manager, or designated representative, except for emergency situations where such notification cannot reasonably occur.

CONTRACTOR

- A. Contractor shall provide shuttle bus services to County using two (2) County-owned shuttle buses to transport patients and staff over a 1.5 mile route from Harbor-UCLA Medical Center to 26 specialty clinics in 14 outlying buildings and also three miles off site to the Lomita Family Health Center in accordance with this Statement of Work and with the Shuttle Bus Service Schedule and Map attached to this Statement of Work.
- B. Contractor shall provide shuttle bus driver(s) starting at the "regular service hours" of 7:00 a.m. through 6:00 p.m., Monday through Friday, with a lunch break from 1:30 p.m. – 2:15 p.m., not including County recognized holidays. The County will provide a list of County-recognized holidays at the start of the Contract. Between 7:00 a.m. and 7:15 a.m., Monday through Friday, Contractor's personnel shall perform a daily routine inspection. Payments for regular service hours shall be in accordance with the provisions referenced in Exhibit B-1, Billing and Payment, Paragraph 2.
- C. Contractor shall provide shuttle bus driver(s) starting at the "regular evening service hours" of 6:01 p.m. through 1:00 a.m., Monday through Friday, not including County recognized holidays, with a half hour lunch break **to comply with the Fair Labor Standards Act**. Payments for regular evening service hours shall be in accordance with the provisions referenced in Exhibit B-1, Billing and Payment, Paragraph 2. For regular evening service hours only, Contractor may have the option to utilize County's other vehicles, depending upon the passenger volume and frequency, at the discretion of the County Project Manager, or designated representative.
- D. Contractor shall provide additional bus driver(s) for "extended service hours" of 1:01 a.m. through 6:59 a.m., Monday through Friday, and 24 hours on Saturdays, Sundays and recognized County Holidays, for special events upon the request of the County. Payments for extended service hours shall be in accordance with the provisions referenced in Exhibit B-1, Billing and Payment, Paragraph 2.

3. SPECIFIC WORK REQUIREMENTS

- A. Contractor shall ensure that the driver(s) are fully qualified and licensed by the State of California as Class B, with a minimum of two (2) years experience in transporting the public in a multiple passenger shuttle bus with a minimum passenger seating capacity of fourteen (14) passengers.
- B. Contractor shall ensure that a daily routine safety inspection of the County-owned shuttle buses be conducted approximately fifteen (15) minutes prior to beginning the scheduled route. Such inspection shall consist of checking all tires, lights, directional indicators, fuel, brakes, and warning indicator lights. Any malfunction must be immediately reported to the County Project Manager or designated staff prior to beginning the schedule.
- C. Contractor shall maintain a daily workload report of shuttle bus usage including but not limited to the number of passengers on the scheduled route from 7:15 a.m. to 12:00 p.m., 12:00 p.m. to 3:00 p.m., 3:00 p.m. to 6:00 p.m., 6:00 p.m. to 1:00 a.m., and 1:00 a.m. to 7:00 a.m. or as determined by the County Project Manager. The report must include the driver's name and shift hours.
- D. Contractor shall possess and maintain all appropriate Public Utilities Commission (PUC) permits and make permits available for inspection upon the request of the County Project Manager or designated staff.
- E. Contractor staff shall not accept gratuities from any public passenger or County employee(s) for the performance of any service provided under this agreement.
- F. Contractor shall respond to the County Project Manager or designated staff within thirty (30) minutes of notification when a County or Contractor back-up shuttle bus is needed and provide the County shuttle bus within a one (1) hour period and a Contractor shuttle bus within a two (2) hour period. The Contractor back-up shuttle bus must have a minimum passenger seating capacity of fourteen (14). The Contractor back-up shuttle bus must be either all white or beige in color, with temporary

identification as Harbor-UCLA Medical Center Shuttle, on the sides of the Contractor back-up shuttle bus, in black lettering, a minimum of 6" in height in a style mutually agreed upon by both parties and must meet all of the Americans with Disabilities Act (ADA) requirements.

- G. Contractor shall ensure that all County and Contractor back-up shuttle buses go through the same safety inspection as noted in Subparagraph B of this Paragraph. Contractor shall ensure that all back-up buses used be in good working condition and are provided to County with a full tank of gas and will be returned from County with a full tank of gas.
- H. Contractor shall provide preventive maintenance for the Contractor back-up shuttle bus. Maintenance must be performed on a routine basis or as specified by the manufacturer. Copies of maintenance records must be available to the County Project Manager or designated staff upon request.

4. QUALITY CONTROL

The Contractor shall establish and utilize a comprehensive Quality Control Plan to assure the County a consistently high level of service throughout the term of the Contract. The Plan shall be submitted to the County Contract Project Monitor for review. The plan shall include, but may not be limited to the following:

- 1. Method of monitoring to ensure that Contract requirements are being met;
- 2. A record of all inspections conducted by the Contractor, any corrective action taken, the time a problem was first identified, a clear description of the problem, and the time elapsed between identification and completed corrective action, shall be provided to the County upon request.

5. QUALITY ASSURANCE PLAN

The County will evaluate the Contractor's performance under the Contract using the quality assurance procedures as defined in Contract, Paragraph 8, Standard Terms and Conditions, Sub-paragraph 8.15, County's Quality Assurance Plan.

1. Monthly Meetings

Contractor may be required to attend a scheduled monthly meeting.

2. Contract Discrepancy Report (Technical Exhibit 1)

Verbal notification of a Contract discrepancy will be made to the Contract

Project Monitor as soon as possible whenever a Contract discrepancy is identified. The problem shall be resolved within a time period mutually agreed upon by the County and the Contractor.

The County Contract Project Monitor will determine whether a formal Contract Discrepancy Report shall be issued. Upon receipt of this document, the Contractor is required to respond in writing to the County Contract Project Monitor within five (5) workdays, acknowledging the reported discrepancies or presenting contrary evidence. A plan for correction of all deficiencies identified in the Contract Discrepancy Report shall be submitted to the County Contract Project Monitor within ten (10) days.

6. COUNTY OBSERVATIONS

In addition to departmental contracting staff, other County personnel may observe performance, activities, and review documents relevant to the Contract at any time during normal business hours. However, these personnel may not unreasonably interfere with the Contractor's performance.

7. RESPONSIBILITIES

The County's and the Contractor's responsibilities are as follows:

A. COUNTY

1. Personnel

The County will administer the Contract according to the Contract, Paragraph 6.0, Administration of Contract - County. Specific duties will include:

- a. Monitoring the Contractor's performance in the daily operation of this Contract.
- b. Providing direction to the Contractor in areas relating to policy, information and procedural requirements.
- c. Preparing Amendments in accordance with the Contract, Paragraph 8.0, Standard Terms and Conditions, Sub-paragraph 8.4 Amendments.

2. Furnished Items

- a. County shall provide Contractor two (2) shuttle buses, with the make and model at the discretion of the County, with a minimum seating capacity of fourteen (14) passengers.
- b. County shall provide preventive maintenance for the two (2) shuttle buses, repair, fuel, and a transmitter receiver for two-way communication between County dispatcher, or designated staff, and Contractor driver in the event of any routine or emergency situation requiring immediate assistance.
- c. County shall return the Contractor provided back-up shuttle bus with a full tank of gas.

B. CONTRACTOR

1. Personnel

- a. Contractor shall provide driver(s) who are fluent in both English and Spanish.

2. Furnished Items

- a. At the request of the County, Contractor shall provide County with one (1) back-up shuttle bus with a minimum seating capacity of fourteen (14) passengers.
- b. Contractor shall provide preventive maintenance and repair for the Contractor provided back-up shuttle bus.
- c. Contractor shall ensure that the Contractor provided back-up shuttle bus is in good working condition and is provided to County with a full tank of gas. The Contractor provided back-up shuttle bus will be returned from County with a full tank of gas.

C. Uniforms/Identification Badges

- 1. Contractor employees assigned to Harbor-UCLA shall wear an appropriate uniform at all times. The uniform is to consist of a shirt

with the company name on it. Uniform pants are optional. All uniforms, as required and approved by the County Project Director or his designee, will be provided by and at Contractor's expense.

2. Contractor shall furnish and require every on-duty employee to wear a visible photo identification badge identifying employee by name, physical description, and company. Such badge shall be displayed on employee's person at all times he/she is on County property.

D. Materials and Equipment

The purchase of all materials/equipment necessary to provide for services as described in this Statement of Work is the responsibility of the Contractor. Contractor shall use materials and equipment that are safe for the environment and safe for use by the employee.

E. Training

1. Contractor shall provide training programs for all new employees and continuing in-service training for all employees.
2. All employees shall be trained in their assigned tasks and in the safe handling of equipment. All employees must wear safety and protective gear according to OSHA standards.

8. PERFORMANCE REQUIREMENTS SUMMARY

The list of services in the Performance Requirements Summary (PRS) are intended to be completely consistent with the Contract and the SOW, and are not meant in any case to create, extend, revise, or expand any obligation of Contractor beyond that defined in the Contract and the SOW. In any case of apparent inconsistency between services as stated in the Contract and the SOW and this PRS, the meaning apparent in the Contract and the SOW will prevail. If any service seems to be created in this PRS which is not clearly and forthrightly set forth in the Contract and the SOW, that apparent service will be null and void and place no requirement on Contractor.

When the Contractor's performance does not conform with the requirements of the Contract, the County will have the option to apply the following non-performance

remedies:

- Require Contractor to implement a formal corrective action plan, subject to approval by the County. In the plan, the Contractor must include reasons for the unacceptable performance, specific steps to return performance to an acceptable level, and monitoring methods to prevent recurrence.
- Reduce payment to Contractor by a computed amount based on the penalty fee(s) in the PRS.
- Reduce, suspend or cancel the Contract for systematic, deliberate misrepresentations or unacceptable levels of performance.
- Failure of the Contractor to comply with or satisfy the request(s) for improvement of performance or to perform the neglected or substandard work specified within ten (10) days shall constitute authorization for the County to have the service(s) performed by others. The entire cost of such work performed by others as a consequence of the Contractor's failure to perform said service(s), as determined by the County, shall be credited to the County on the Contractor's future invoice.

This section does not preclude the County's right to terminate the Contract upon ten (10) days written notice with or without cause, as provided for in the Contract, Paragraph 8, Standard Terms and Conditions, Sub-paragraph 8.41, Termination for Convenience.

10/22/2007:LVB

**SHUTTLE BUS SERVICE SCHEDULE AND CAMPUS MAP
(Effective upon date of Board Approval)**

Listed below is the Shuttle Bus Service Schedule for Monday through Friday from 7:00 a.m. - 1:00 a.m.:

7:00am - 7:50am Circulates Campus
7:50am - 7:55am Lot V Parking Lot
7:55am - 8:25am Circulates Lot V to Main Hospital Shuttle Stop
8:25am - 1:30pm Circulates Campus
1:30pm - 2:15pm Shuttle Out-of-Service
2:15pm - 4:30pm Circulates Campus
4:30pm - 4:40pm Passenger Pick-up from Hospital Shuttle Stop
4:40pm - 5:10pm Main Hospital Shuttle Stop to Lot V
5:10pm - 6:00pm Circulates Campus
6:00pm – 1:00am Circulates Campus including Lot V and LA Bio-Medical Parking Lot

Attached is a Harbor-UCLA Medical Center campus map.

LVB: 10/22/07

EXHIBIT A-1 - TECHNICAL EXHIBIT 2

PERFORMANCE REQUIREMENTS SUMMARY (PRS) CHART

SPECIFIC PERFORMANCE REFERENCE	SERVICE	MONITORING METHOD	DEDUCTIONS/FEEES TO BE ASSESSED FOR NON-COMPLIANCE OR NON-PERFORMANCE
Contract: Sub-paragraph 8.39 – Subcontracting	Contractor shall obtain County's written approval prior to subcontracting any work.	Inspection & Observation	\$100 per occurrence; possible termination for default of contract
SOW A-1: Paragraph 2 – Specific Tasks, Hours, and Days of Work, Subparagraph A	Contractor shall provide shuttle bus service in accordance with the Statement of Work and in accordance with the Shuttle Bus Service Schedule and Map	Inspection & Observation	\$100 per occurrence; possible termination for default of contract
SOW A-1: Paragraph 2 – Specific Tasks, Hours, and Days of Work, Subparagraph B	Contractor shall provide shuttle bus driver(s) starting approximately at the "regular service hours" of 7:00 a.m. through 6:00 p.m. Monday through Friday, not including County recognized holidays.	Inspection & Observation	\$100 per occurrence; possible termination for default of contract
SOW A-1: Paragraph 2 – Specific Tasks, Hours, and Days of Work, Subparagraph C	Contractor shall provide shuttle bus driver(s) starting approximately at the "regular evening service hours" of 6:01 p.m. through 1:00 a.m. Monday through Friday, not including County recognized holidays		
SOW A-1: Paragraph 2 – Specific Tasks, Hours, and Days of Work, Subparagraph D	Contractor shall provide additional driver(s) for "extended service hours" or for special events, upon the request of the County.	Inspection & Observation	\$100 per occurrence; possible termination for default of contract
SOW A-1: Paragraph 3 – Specific Work Requirements,	Contractor shall ensure that the driver(s) are fully qualified and licensed by the	Inspection & Observation	\$100 per occurrence; possible termination for

SPECIFIC PERFORMANCE REFERENCE	SERVICE	MONITORING METHOD	DEDUCTIONS/FEEES TO BE ASSESSED FOR NON-COMPLIANCE OR NON-PERFORMANCE
Subparagraph A	State of California as Class B, with a minimum of (2) years experience transporting the public in a multiple passenger shuttle bus with a minimum passenger seating capacity of fourteen (14) passengers.		default of contract
SOW A-1: Paragraph 3 – Specific Work Requirements, Subparagraph B	Contractor shall ensure that a daily routine safety inspection of the County-owned buses be conducted approximately fifteen (15) minutes prior to beginning the scheduled route. Such inspection shall consist of checking all tires, lights, directional indicators, fuel, brakes, and warning indicator lights.	Inspection & Observation	\$100 per occurrence; possible termination for default of contract
SOW A-1: Paragraph 3 – Specific Work Requirements, Subparagraph C	Contractor shall maintain a daily workload report of shuttle bus usage including but not limited to the number of passengers on the scheduled route from 7:15 a.m. to 12:00 p.m., 12:00 p.m. to 3:00 p.m., 3:00 p.m. to 6:00 p.m., and 6:00 p.m. to 1:00 a.m. or as determined by the County Project Manager. The report must include the driver's name and shift hours.	Inspection & Observation	\$50 per occurrence; possible termination for default of contract

EXHIBIT B-1

BILLING AND PAYMENT

1. BILLING

The Contractor shall invoice the County only for providing the tasks, deliverables, goods, services, and other work specified in Exhibit A-1 - Statement of Work and elsewhere hereunder. The Contractor shall prepare invoices, which shall include the charges owed to the Contractor by the County under the terms of this Contract.

The Contractor shall be paid only for the tasks, deliverables, goods, services, and other work approved in writing by the County. If the County does not approve work in writing, no payment shall be due to the Contractor for that work.

The Contractor shall submit the monthly invoices to the County by the 10th day of the month following the month of service along with the daily workload report, detailing all billable "regular service hours" and "expanded service hours", which includes the allocated fifteen (15) minute pre-inspection period, provided by the Contractor. Payments to Contractor shall be made by County within thirty (30) calendar days of receipt of a complete and approved invoice.

County Approval of Invoices

All invoices submitted by the Contractor for payment must have the written approval of the County's Project Manager prior to any payment thereof. In no event shall the County be liable or responsible for any payment prior to such written approval. Approval for payment will not be unreasonably withheld.

Prop A – Living Wage Program:

No invoice will be approved for payment unless the following is included:

- Exhibit K – Monthly Certification for Applicable Health Benefit Payments**
- Exhibit L – Payroll Statement of Compliance**

All invoices under this Contract shall be submitted in two (2) copies to the following address:

Harbor-UCLA Medical Center
Attn: Expenditure Management Division
1000 West Carson Street
Building 3.5
Box 479
Torrance, CA 90509-2910

2. PAYMENT

Payment for agreed upon services shall be billed at the rate of \$21.50 per "regular service hours", 7:00 a.m. to 6:00 p.m., Monday through Friday, not including County recognized holidays, which includes the pre-inspection period, up to a maximum of eleven (11) shuttle bus service hours, per day/per route.

Payment for agreed upon services shall be billed at the rate of \$23.00 per "regular evening service hours", 6:01 p.m. to 1:00 a.m., Monday through Friday, not including County recognized holidays, which includes the pre-inspection period, up to a maximum of seven (7) shuttle bus service hours, per day/per route.

Payment for additional or special event services shall be billed at the rate of \$25.00 per "extended service hours", 1:01 a.m. to 6:59 a.m., Monday through Friday, and/or 24 hours on Saturdays, Sundays and County recognized holidays, up to a maximum of six (6) shuttle bus service hours, per day/per route, Monday through Friday.

Payment shall be made to Contractor at a rate of \$21.50 per hour, for a maximum of two (2) hours if County vehicle is non-operational and driver cannot begin the service schedule. If the shuttle bus becomes non-operational during the service schedule, the County will pay Contractor only for the hour(s) service was performed.

Payment for a Contractor back-up shuttle bus, as requested by County Project Manager or designated staff, will be billed at the rate of \$200.00 maximum per day not to exceed a total of twenty-five (25) days during the term of the contract. If the Contractor back-up shuttle bus becomes non-operational during the service schedule, the County will pay Contractor only for the hour(s) service was performed.

Payment to Contractor shall be adjusted if nonperformance of any service covered under this Agreement occurs. Adjustments to payment shall be in accordance with Subparagraph 8.25, Liquidated Damages, in the Contract.